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VERIGY US, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

VERIGY US, INC, a Delaware Corporation,

Plaintiff,

vs.

ROMI OMAR MAYDER, an individual;
WESLEY MAYDER, an individual; SILICON
TEST SYSTEMS, INC., a California Corporation;
and SILICON TEST SOLUTIONS, LLC, a
California Limited Liability Corporation,
inclusive,

Defendants.

AND RELATED COUNTERCLAIMS.

Case No. C07-04330 RMW (HRL)

**VERIGY US, INC.'S ANSWER TO
AMENDED/CORRECTED
COUNTERCLAIMS**

Complaint Filed: August 22, 2007
Trial Date: None Set

1 Plaintiff and counter-defendant Verigy US, Inc. (“Verigy”), hereby answers the corrected
2 and/or amended counterclaims brought against it by defendants and counter-claimants Silicon Test
3 System, Inc. and Silicon Test Solutions, LLC, Romi Omar Mayder (“Mayder”), and Wesley
4 Mayder (collectively, “defendants”).

5 **GENERAL ALLEGATIONS**

6 1. On information and belief, Verigy admits the allegations of Paragraph 1.

7 2. On information and belief, Verigy admits the allegations of Paragraph 2.

8 3. On information and belief, Verigy admits that Silicon Test Systems, Inc. is a
9 California corporation with its principal place of business located at 3031 Tisch Way, Suite 309,
10 San Jose California. Verigy is without knowledge or information sufficient to form a belief as to
11 the truth of the remaining allegations of Paragraph 3 and, on that basis, denies the remaining
12 allegations of Paragraph 3.

13 4. Verigy is without knowledge or information sufficient to form a belief as to the truth
14 of the allegations of Paragraph 4 and, on that basis, denies each and every allegation therein.

15 5. Admitted.

16 6. Admitted.

17 7. Admitted.

18 8. Admitted.

19 9. Admitted.

20 10. Denied.

21 11. Verigy admits that Verigy employees sign an Agreement Regarding Confidential
22 Information and Proprietary Developments (the “ARCIPD”), but states that the ARCIPD speaks
23 for itself, and denies each and every allegation in Paragraph 11 to the extent they inaccurately
24 characterize the ARCIPD. Except as expressly admitted herein, Verigy denies each and every
25 remaining allegation contained in Paragraph 11 of the Counterclaim.

26 12. Verigy admits that it has policies relating to confidential information, that Verigy
27 signs non-disclosure agreements with vendors, suppliers and customers, and that the ARCIPD
28 defines Verigy’s Confidential Information and Proprietary Developments and states how and

1 under what circumstances Confidential Information may be used. Except as expressly admitted
2 herein, Verigy denies each and every remaining allegation contained in Paragraph 12 of the
3 Counterclaim.

4 13. Verigy admits that the ARCIPD defines Verigy Confidential Information and states
5 how and under what circumstances Confidential Information and Proprietary Developments may
6 be used. Verigy further admits that the ARCIPD states that “The product of all work performed
7 by [an employee] during and within the scope of [the employee’s] Verigy employment including,
8 without limitation, any reports, documents drawings, computer programs, devices and models,
9 including all copies thereof, will be the property of Verigy.” Except as expressly admitted herein,
10 Verigy denies each and every remaining allegation contained in Paragraph 13 of the Counterclaim.

11 14. Verigy admits that confidentiality markings on Verigy documents are usually
12 contained in the header or footer of such documents. Except as expressly admitted herein, Verigy
13 denies each and every remaining allegation contained in Paragraph 14 of the Counterclaim.

14 15. Denied, as the ARCIPD specifically cites to California Labor Code § 2870.

15 16. Denied.

16 17. Verigy is without knowledge or information sufficient to form a belief as to Romi
17 Mayder’s thoughts and actions set forth in Paragraph 17, and on that basis, denies the each and
18 every allegation therein.

19 18. Denied.

20 19. Verigy states that the ARCIPD speaks for itself, and denies each and every allegation
21 in Paragraph 19 to the extent they mischaracterize the ARCIPD. Except as expressly admitted
22 herein, Verigy denies each and every remaining allegation contained in Paragraph 19 of the
23 Counterclaim.

24 20. Verigy admits that it is a spin-off from Agilent Technologies, Inc. (“Agilent”) and
25 successor-in-interest to certain of Agilent’s intellectual property, that the spin-off occurred on or
26 about May 31, 2006, and that Mayder worked as a Research and Development Engineer in the
27 Memory Test Division for both Agilent and Verigy. Except as expressly admitted herein, Verigy
28 denies each and every remaining allegation contained in Paragraph 20 of the Counterclaim.

